



RECORDATION NO. 14385 FILED 1425 ^C

AUG 9 - 1994 11:15 AM

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INTERSTATE COMMERCE COMMISSION

LOUIS G. RECHER
Assistant General Counsel

August 4, 1994

Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Strickland:

On behalf of CSX Transportation, Inc. ("CSXT"), enclosed for filing and recordation under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are four (4) counterparts of a Release and Satisfaction and Bill of Sale, dated as of July 15, 1994, executed by Mercantile-Safe Deposit and Trust Company, as Agent, assignee of a certain Conditional Sale Agreement, dated as of July 15, 1984, between Pittsburgh National Bank and The Chesapeake and Ohio Railway Company, predecessor to CSXT. The Conditional Sale Agreement was filed with the Interstate Commerce Commission on July 25, 1984, and assigned Recordation No. 14385.

The names and addresses of the parties are as follows:

Agent:	Mercantile-Safe Deposit and Trust Company 2 Hopkins Plaza, G Level Baltimore, Maryland 21201
CSXT:	CSX Transportation, Inc. 500 Water Street Jacksonville, Florida 32202

Enclosed is a check in the amount of \$18.00 in payment of the filing fee.

Once this filing has been made, please return to the undersigned time-stamped copies of the Release not needed for your files, together with a time-stamped copy of this letter of transmittal (which is attached for your convenience), the fee receipt and a copy of the letter from the Interstate Commerce Commission acknowledging the filing.

Thanking you in advance for your assistance, I am

Very truly yours,

LGR/dlf

Copy - John C. Eccleston

RECORDATION NO. 1438 FILED 1425

AUG 9 - 1994 - 15 AM

INTERSTATE COMMERCE COMMISSION

Counterpart No. 4
Of 4 Counterparts

RELEASE AND SATISFACTION AND BILL OF SALE
CHESAPEAKE AND OHIO RAILWAY COMPANY CONDITIONAL SALE
AGREEMENT DATED AS OF JULY 15, 1984

KNOW ALL MEN BY THESE PRESENTS that Mercantile-Safe Deposit and Trust Company, as Agent, assignee of a certain Conditional Sale Agreement dated as of July 15, 1984, between Pittsburgh National Bank and The Chesapeake and Ohio Railway Company, hereby certifies that all of the \$5,335,000.00 Conditional Sale Indebtedness, with interest thereon at the rate of 14.00% per annum, has been fully paid or payment provided for, and all of the obligations under said Conditional Sale Agreement, have been fully complied with and performed.

WHEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration:

Mercantile-Safe Deposit and Trust Company does hereby declare said Conditional Sale Agreement dated as of July 15, 1984 to be satisfied and canceled and does consent that the same be discharged of record, and further Mercantile-Safe Deposit and Trust Company does hereby sell, assign, convey, transfer, set over, release and quitclaim without any warranty or guaranty of any kind, express or implied, unto CSX Transportation, Inc. (successor by merger to The Chesapeake and Ohio Railway Company) all of its right, title and interest in and to all of the railroad equipment of every character included in the said Conditional Sale Agreement and now held by Mercantile-Safe Deposit and Trust Company.

IN WITNESS WHEREOF, Mercantile-Safe Deposit and Trust Company has caused these presents to be executed in its name by one of its Assistant Vice Presidents thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its Corporate Trust Officer as of this 15th day of July, 1994.

ATTEST:

Mercantile-Safe Deposit and Trust
Company, as Agent

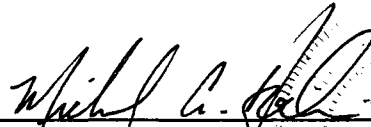
Robert D. Brown
Corporate Trust Officer

By [Signature]
Assistant Vice President

[illegible]

(2)

On this 15th day of July 1994, before me personally appeared James A. Adams, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that the seal affixed to the foregoing instrument is the seal of said corporation, that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires:

9/25/94

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